



**THE CITY OF NEW YORK  
LAW DEPARTMENT**

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September 26, 2007

BY ECF

Honorable Eric N. Vitaliano  
United States District Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

Re: Walker v. The City of New York et al., 06 CV 6454 (ENV) (CLP)

Dear Judge Vitaliano:

Enclosed please find the Stipulation and Order of Settlement and Discontinuance which has been executed by the parties in the above-referenced matter. The parties respectfully request that Your Honor so-order the enclosed Stipulation.

Respectfully submitted,

Suzette Corinne Rivera (SR4272)  
Assistant Corporation Counsel

cc: BY ECF  
Honorable Cheryl L. Pollak

Michael Kushner, Esq.  
Michael Hueston, Esq.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ASANTE WALKER,

Plaintiff,

-against-

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

06 CV 6454 (ENV) (CLP)

THE CITY OF NEW YORK, COMMISSIONER  
RAYMOND W. KELLY; INSPECTOR JAMES  
O'CONNELL; SUPERVISOR POLICE OFFICER JOHN  
DOE #1; P.O. DARRYL CHEN, SHIELD #29402;  
POLICE OFFICER JOHN DOES # 1 – 5; the individual  
defendants sued individually and in their official capacities,

Defendants.  
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**WHEREAS**, plaintiff Asante Walker commenced this action by filing a complaint on or about December 5, 2006, alleging that defendants violated his constitutional and common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

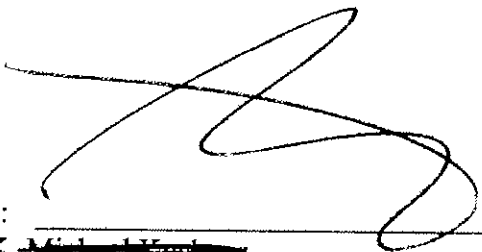
1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Twenty Seven Thousand and Five Hundred (\$27,500.00) Dollars** in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.
3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules,

regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

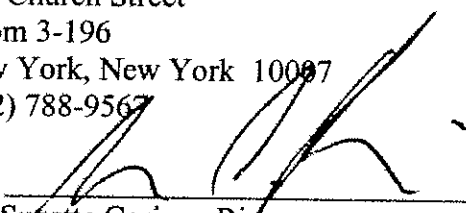
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
September 6, 2007

*Michael Hurston*  
~~MICHAEL KUSHNER~~, ESQ.  
Attorney for Plaintiff  
350 Fifth Avenue, Suite 4810  
New York, NY 10118  
(212) 643-2900

By:   
~~Michael Kushner~~  
*Michael Hurston, Esq. (MH-0931)*

MICHAEL A. CARDOZO  
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Attorney for Defendants City of New York,  
Raymond W. Kelly, Inspector James O'Connell,  
P.O. Darryl Chen, Sgt. Eric Campbell, P.O. Yanick  
Augustin, Robert Simms and P.O. Carl Wawrzonek  
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(212) 788-9567

By:   
Suzette Corinne Rivera  
Assistant Corporation Counsel

**SO ORDERED:**

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United States District Judge